

## County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

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September 06, 2016

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

31 September 6, 2016

LORI GLASGOW EXECUTIVE OFFICER

RECOMMENDATION TO APPROVE A FORM AMENDMENT TO THE INDIVIDUALIZED TRANSITION SKILLS PROGRAM CONTRACTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

The Department of Children and Family Services (DCFS) and the Probation Department (Probation) seek approval of an amendment to the Individualized Transition Skills Program (ITSP) contracts with Children's Institute, Inc. (CII) and The Community College Foundation (TCCF) to facilitate the continuation of the Independent Living Program (ILP) for Transition Age Youth (TAY) under the supervision of DCFS and Probation. These contracts are in the second of four one-year renewal options that expire, effective December 31, 2018. The ITSP contracts provide one-on-one life skill sessions in the homes and communities of DCFS and Probation TAY, ages16 to 21, to ensure that enrolled TAY develop life skills to become self-sufficient adults.

#### IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Form Amendment (Attachment I) to the ITSP contracts and delegate authority to the Director of DCFS, or his designee, and the Interim Chief Probation Officer, or his designee, to execute this amendment, or a substantially similar version, with CII and TCCF to facilitate the continuation of the ILP for TAY under the supervision of DCFS and Probation. The Director of DCFS will notify the Board and CEO within ten business days of the execution.

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- 2. Delegate authority to the Director of DCFS, or his designee, and the Interim Chief Probation Officer, or his designee, to prepare and execute amendments to the ITSP contracts for changes affecting the scope of work or to any of the terms or conditions included under this contract, provided that a) such amendments are consistent with applicable Federal, State, and County requirements and b) the prior approval of County Counsel and the CEO have been obtained.
- 3. Delegate authority to the Director of DCFS, or his designee, to amend the ITSP contracts, as needed, to increase or decrease the level of services up to 50 percent provided: (a) applicable Federal, State, and County contracting regulations are observed; (b) sufficient funding is available; (c) prior County Counsel and CEO approval are obtained; and (d) the DCFS Director notifies the Board and the CEO in writing within ten workdays of executing such amendments.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ITSP began on January 1, 2014, as a five-year project intended to provide a one-on-one life coaching model to replace the Independent Living Skills classroom program. The ITSP goals are consistent with the requirements created to fulfill the Foster Care Independence Act (Chafee Act) and the eight Chafee Outcome Measures, which are: (1) Receiving a high school diploma; (2) Educational attainment; (3) Employment; (4) Avoidance of dependency; (5) Avoiding homelessness; (6) Avoiding pre-marital childbirth; (7) Avoiding incarceration; and (8) Avoiding high-risk behaviors. Additionally, ITSP is expected to promote permanent connections or relationships.

It has become necessary to make adjustments to the ITSP program to increase the participation of eligible youth and to improve the delivery of services. The present modification of the ITSP Statement of Work (SOW) recognizes that the program will benefit from additional emphasis on the recruitment and retention of participating youth and that additional services from the contractors, such as non-face-to-face interaction with the youth, follow-up by the contractors with youth's employers and teachers, case management plan preparation, and in-depth program discussions with the referred youth will ensure maximum youth participation.

### <u>Implementation of Strategic Plan Goals</u>

The recommended action is consistent with the principles of the County of Los Angeles Strategic Plan Goal #1 – Operational Effectiveness: Maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public service; and Goal #3 – Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

#### **FISCAL IMPACT/FINANCING**

The present amendment does not affect the maximum contract sum of these contracts. The maximum annual contract sum will not exceed \$3,103,828. The total cost for the contract term effective January 1, 2016 through December 31, 2016, is financed using Chafee funds at 56 percent (\$1,738,144) Federal revenue and 44 percent (\$1,365,684) State realignment funds. The annual

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contract amount for TCCF is \$1,458,799 and the annual contract amount for CII is \$1,645,029. Funding is included in the Department's FY 2016-17 Adopted Budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

ITSP was derived from the enacted Federal Legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999). The Public Laws require that an ILP for youth be implemented in the Child Welfare and Probation systems. These laws were titled the Foster Care Independence Act of 1999, which stipulates proactive emancipation planning for TAY, from16 years of age up to their 21st birthday. The legislation amended the Social Security Act, Title IV-E, Section477[42 U.S.C. 677], and became the legal authority that governs ILP services. Senate Bill 933 (August 8, 1998) also amended the Welfare and Institutions Code (WIC), Section 10609.3, which further strengthened and supported the deployment of ILP services within the designated public agencies.

In 1999, the Foster Care Independence Act adopted the Chafee Foster Care Independence Program, through which the California Department of Social Services (CDSS) is designated to administer the ILP. The ILP offers, through ITSP, services that provide TAY with life-skills training, experience, and assistance to become productive and self-sufficient adults.

#### **CONTRACTING PROCESS**

On December 10, 2013, the Board approved DCFS' and Probation's recommendation to award ITSP contracts to CII and TCCF. The contracts were solicited through a Request for Proposals.

This contract complies with the Living Wage Program (County Code Chapter 2.201).

#### CONTRACTOR PERFORMANCE

The Contractors have met the quality of service as specified in the ITSP contract in working with TAY to meet their ITSP goals in fulfillment with Chafee outcomes. When minor program discrepancies were found, the Contractors complied with corrective action plans as implemented by Youth Development Services (YDS).

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Without the approval of the recommended action, DCFS and Probation will not be able to continue providing self-sufficiency assistance to transition aged youth, and will not be in compliance with Federal legislation, Public Law 99-272 (1986) and Public Law 106-169 (December 14, 1999).

#### CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DCFS and to Probation.

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Blus P. Browning

Respectfully submitted,

PHILIP L. BROWNING

Director

CALVIN C. REMINGTON
Interim Chief Probation Officer

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PLB:CMMKR:LTI:ct

**Enclosures** 

c: Chief Executive Officer County Counsel

Executive Officer, Board of Supervisors



### AMENDMENT NUMBER TWO

TO

### INDIVIDUALIZED TRANSITION SKILLS PROGRAM

### **CONTRACT NUMBER XXXXX**

**WITH** 

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This Amendment Number Two ("Amendment") to Individualized T	Fransition	Skills
Program Contract, ("Contract") Contract Number XXXXX, with		
is made and entered into by and between the County of Los Angeles ("	COUNTY"	), and
, ("CONTRACTOR"), on this day of	, 2	2016.

WHEREAS, COUNTY and CONTRACTOR are parties to Contract Number XXXXX, adopted by the Board of Supervisors on December 10, 2013, and CONTRACTOR has been providing Individualized Transition Skills Program services to the COUNTY; and

**WHEREAS,** a purpose of this Amendment is to modify Exhibit A – Statement of Work of the Contract; and

**WHEREAS,** this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0 Changes and Amendments and Section 43.0 Notices;

**NOW, THEREFORE,** in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend the Contract as follows:

- 1. Exhibit A Statement of Work, Table of Contents is amended to re-title Section 13.0 to read as follows:
  - 13.0 SEMI-ANNUAL REPORTS
- 2. Exhibit A Statement of Work, Part B Project Foundation, Section 2.0 Definitions, Sub-section 2.22 is amended to read as follows:
  - 2.22 Group Activity or Group Session means a session hosted by one or more Transition Development Specialists (TDS) for multiple TAYs. Group Activities must meet each of the participating TAYs' individual goals and ensure Chafee Outcomes. Group Activities are limited to a maximum of 15 TAYs, unless CONTRACTOR receives prior written approval from the CPM. Group Activities must have a ratio of at least one TDS for each eight TAYs.
- 3. Exhibit A Statement of Work, Part B Project Foundation, Section 7.0 Service Delivery Location, Sub-section 7.4 is amended to read as follows:
  - 7.4 CONTRACTOR shall use community based sites for Group Activity (e.g. Independent City, employment workshops, financial aid workshops) for TAY and their Caregivers to enhance the peer social networking skills of TAY.

- Exhibit A Statement of Work, Part C Service Description, Section 10.0 Scope of Work, Sub-section 10.1.4 is renumbered, and amended to read as follows:
  - 10.1.4 CONTRACTOR's two-year ITSP plan shall be designed such that each TAY receives the full five hours of billable service to achieve their established service goals each month. The allowable units of service invoiced per month for each TAY are subject to the following limits:
    - 10.1.4.1 A maximum of one hourly session rate for face-to-face time with TAY working on their service plans.
    - 10.1.4.2 A maximum of one hourly session rate for non-face-to-face time with TAY (e.g. texting, telephone calls, and other social networking technologies) or contacts with non-county entities in support of the TAY's service plans (e.g. employers, secondary education entities, and landlords).
    - 10.1.4.3 A maximum of one hourly session rate for preparation needed by the TDS to assist the TAY in making progress towards achieving the established service goals.
    - 10.1.4.4 Time spent in group activities may constitute no more than 40% of the sessions and a maximum of two hours invoiced per month for each TAY unless the CPM has given prior written approval.
    - 10.1.4.5 CONTRACTOR may invoice for sessions spent with the TAY as part of transporting the TAY to an activity.
    - 10.1.4.6 CONTRACTOR may not invoice for travel time to ITSP-related activities.
    - 10.1.4.7 If CONTRACTOR invoices for less than five hours for a TAY in a month, CONTRACTOR may invoice for those unused hours as rollover hours the following month. Invoicing for rollover hours is subject to the following limitations:
      - 10.1.4.7.1 A maximum of three hours may be rolled over in any given month for any TAY.

- 10.1.4.7.2 Rollover hours may only be invoiced for activities involving face-to-face contact with the TAY.
- 10.1.4.7.3 Rollover hours must be invoiced within one month after which they were unused.
- 10.1.4.8 CONTRACTOR shall provide at least one Session per month for each TAY.
- 10.1.4.9 The number of sessions invoiced monthly per TAY shall not exceed five sessions, unless unused hours have been rolled over from the previous month.
- 10.1.4.10 Each ITSP Session shall address at least one of the Chafee outcomes. ITSP will address and meet the individualized needs, as defined by the eight Chafee Outcomes referenced in Part C, Sub-section 8.2. The CONTRACTOR may use the goals indicated in the TILP or TAY/LP as a reference to guide them in meeting the TAY's individualized needs.
- 5. Exhibit A Statement of Work, Part C Service Description, Section 10.0 Scope of Work, Sub-section 10.7.1.2.3 is amended to read as follows:
  - 10.7.1.2.3 CONTRACTOR may invoice for a maximum of two noshows for any TAY unless CONTRACTOR has received prior written approval from the CPM. No-shows may include planned attempts to administer a COUNTY approved nationally recognized life skills assessment tool (such as the Casey Life Skills Assessment) or scheduled face-to-face session appointments.
- 6. Exhibit A Statement of Work, Part C Service Description, Section 10.0 Scope of Work, Sub-section 10.7.1.2.8 is amended to read as follows:
  - 10.7.1.2.8 CONTRACTOR must consult with CPM after a TAY has three no-shows to determine if ITSP services should be continued for that TAY.

7. Exhibit A – Statement of Work, Part D - Service Reports, Section 13.0 – Quarterly Reports is re-titled, and Sub-section 13.1 is amended to read as follows:

#### 13.0 SEMI-ANNUAL REPORTS

- 13.1 CONTRACTOR shall develop and provide semi-annual progress reports for each ITSP TAY addressing his/her progress/status to the ILP Coordinator within five calendar days of the date marking the quarter for each TAY receiving ITSP services (or as needed).
  - 13.1.1 This progress report shall address the completion of the TAY's ITSP goals in relation to the eight Chafee Act Outcomes.
  - 13.1.2 CONTRACTOR shall provide semi-annual reports every six months.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to be subscribed on its behalf by the Director of the Department of Children and Family Services and the Interim Chief Probation Officer, and the CONTRACTOR has caused this Amendment Number Two to be subscribed on its behalf by its duly authorized officer (s) as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR in this Contract.

COUNTY OF LOS ANGELES	CONTRACTOR
	Name of Agency
By: Philip L. Browning, Director Department of Children and Family Services	By:  Name:  Title:
By: Calvin C. Remington Interim Chief Probation Officer Probation Department	By: Name: Title:  Tax Identification Number
APPROVED AS TO FORM:	
BY THE OFFICE OF COUNTY COUNSEL Mary C. Wickham, COUNTY COUNSEL	
By:	 ounsel